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Attorneys for Plaintiff
HOME DEPOT U.S.A., INC.

UNITED STATE DISTRICT COURT
THE NORTHERN DISTRICT OF CALIFORNIA

HOME DEPOT U.S.A., INC.,

Plaintiff,

vs.

UNITED STATES FIDELITY and
GUARANTY COMPANY,
TRAVELERS INSURANCE
COMPANY, and DOES 1 through 10,
inclusive,

Defendants.

No. 08-02713 SC

**HOME DEPOT U.S.A., INC.'S
FRCP 26(a)(1) INITIAL DISCLOSURES**

[FRCP 26(a)(1)]

Pursuant to FRCP 26(a)(1), Plaintiff HOME DEPOT U.S.A., INC. ("Plaintiff")
hereby makes its mandatory initial disclosures of information reasonably available at this
time as follows.

A. WITNESSES

1. Andrew Reiner

Mr. Reiner is the president of GlideRite Corporation ("GlideRite"), the company
that Plaintiff entered into a contract with to provide and maintain carts at Plaintiff's store,
as well as name Plaintiff as an additional insured under its insurance policies. Defendant
USF&G purchased the insurance policies under which Plaintiff is an additional insured.

Mr. Reiner's last known address is 7100 Sophia Ave., Van Nuys, CA 91406.

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2. Aram Bedros.

Mr. Bedros is employed by Grosslight Insurance Inc. ("Grosslight"), GlideRite's insurance brokerage firm. His name appears on the ACORD certificate that names Plaintiff as an additional insured under GlideRite's policy. Mr. Bedros' last known address is 1333 Westwood Blvd., Suite. 200, Los Angeles, CA 90024.

3. Deanna Perez.

Ms. Perez is employed by Grosslight. She forwarded the tender of defense by Plaintiff's counsel to Comm. Liab. Claims / St. Paul Travelers. She may have information regarding the writing and rewriting of Grosslight's insurance policies, as well as the adding of Plaintiff as an additional insured under the policies. Ms. Perez's last known address is 1333 Westwood Blvd., Suite. 200, Los Angeles, CA 90024.

4. Judy Holmes.

Ms. Holmes is employed by Grosslight. She may have information regarding the writing and rewriting of Grosslight's insurance policies, as well as the adding of Plaintiff as an additional insured under the policies. Ms. Holmes' last known address is 1333 Westwood Blvd., Suite. 200, Los Angeles, CA 90024.

5. Vanessa Ruiz.

Ms. Ruiz is employed by Grosslight, and assistant to Ms. Holmes. She forwarded a copy of the Kemper/Lumberman's policy to Joanne Chase (see below). Ms. Ruiz may have information regarding the writing and rewriting of Grosslight's insurance policies, as well as the adding of Plaintiff as an additional insured under the policies. Ms. Ruiz's last known address is 1333 Westwood Blvd., Suite. 200, Los Angeles, CA 90024.

6. Joanne Chase.

Ms. Chase is employed by United States Fidelity and Guaranty Company ("USF&G") and/or Travelers as a Technical Specialist. She was involved in the acknowledgement and evaluation of Plaintiff's tender of the defense of the case entitled

1 *Lewinstein v. Home Depot, et al*, filed in Alameda County Superior Court, Case No.
 2 RG05222929 (the “Underlying Action”). Care of counsel for Defendant.

3 **7. Karen Walker.**

4 Ms. Walker is employed by CA Select Accounts, Account Executive Underwriting,
 5 USF&G and/or Travelers. Her title is unknown. She was involved in the
 6 acknowledgement and evaluation of Plaintiff’s tender of the defense of the Underlying
 7 Action. Care of counsel for Defendant.

8 **8. Yvonne Garrison.**

9 Ms. Garrison is employed by USF&G and/or Travelers. Her title is unknown. She
 10 was involved in the acknowledgement and evaluation of Plaintiff’s tender of the defense of
 11 the Underlying Action. Care of counsel for Defendant.

12 **9. Derrick Hickman.**

13 Mr. Hickman is employed by USF&G and/or Travelers. His title is unknown. He
 14 was involved in the acknowledgement and evaluation of Plaintiff’s tender of the defense of
 15 the Underlying Action. Care of counsel for Defendant.

16 **10. Trygve L. Stromberg, Esq..**

17 Mr. Stromberg is employed by USF&G and/or Travelers. His title is unknown. He
 18 was involved in the acknowledgement and evaluation of Plaintiff’s tender of the defense of
 19 the Underlying Action. Care of counsel for Defendant.

20 **B. DOCUMENTS**

21 **1. The Underlying Action.**

22 Plaintiff is in possession of all of the pleadings and discovery related to the
 23 underlying action. Plaintiff has produced a copy of these documents (with the exception of
 24 documents protected by the attorney-client or work-product privileges) to Defendant prior
 25 to the removal of this case. These documents establish the existence of coverage for
 26 Plaintiff’s liability in the Underlying Action under Defendant’s insurance policy.

1 **2. Other Documents.**

2 Plaintiff is in possession of documents produced by Defendant prior to the removal
3 of this case, including relevant insurance policies and the claim file for the tender of the
4 Underlying Action. These documents establish the existence of coverage for Plaintiff's
5 liability in the Underlying Action under Defendant's insurance policy, Plaintiff's timely
6 tender of the defense of the Underlying Action to Defendant, and Defendant's failure to
7 defend or indemnify Plaintiff or to provide any meaningful response to its tender of
8 defense.

9 **C. COMPUTATION OF DAMAGES**

10 Fee incurred by Plaintiff for the settlement of the Underlying Action: \$387,500.00.
11 The settlement agreement, which reflects this damage, is protected from disclosure by the
12 attorney-client and attorney work-product privileges. With a suitable protective order,
13 Plaintiff will produce the settlement agreement.

14 Attorney fees incurred by Plaintiff for the defense of the Underlying Action:
15 \$101,129.24. The attorney invoice listing, which reflects this damage, is protected from
16 disclosure by the attorney-client and attorney work-product privileges. With a suitable
17 protective order, Plaintiff will produce a redacted invoice listing.

18 Attorney fees incurred for the filing of this indemnity action: TBD. The attorney
19 invoice listing, which reflects this damage, is protected from disclosure by the attorney-
20 client and attorney work-product privileges. With a suitable protective order, Plaintiff will
21 produce a redacted invoice listing when it becomes available.

22 **D. INSURANCE POLICIES**

23 Lumbermans Mutual Casualty Insurance Policy No. 7RD80416401, effective
24 3/22/03 to 3/22/04.

25 Lumbermens Mutual Casualty Company (LMC) Policy No. 7RD 828 338-00,
26 effective 5/30/03 to 3/22/04.

1 USF&G Policy No. BK015986875, effective dates unknown.

2 USF&G Policy No. BK01741173, effective between 9/4/03 to 9/4/04.

3 DATED: August 29, 2008

JENKINS GOODMAN NEUMAN
& HAMILTON LLP

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5 By: /s/
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7 PAIGE P. YEH
8 Attorneys for Plaintiff
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